

Attachment 5

Temporary Construction Easement Granted by Safeway Incorporated

Document Type:	Temporary Construction Easement
Reference Number of Related Document:	N/A
Grantor(s):	Safeway, Inc.
Grantee(s):	City of Seattle
Legal Description (abbreviated):	Pt. of Lot 9 Blk 3 Mapes Fairview
Assessor's Tax Parcel Number:	Pt of 508740-0265

TEMPORARY CONSTRUCTION EASEMENT

Project:

This TEMPORARY CONSTRUCTION EASEMENT, granted this 26th day of March, 2013, by Safeway Inc., a Delaware corporation, ("Grantor"), to the CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through its Seattle Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of \$1,200 AND NO/100 dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use 390 square feet of land for purposes related to the construction of SPU's planned public improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration Projects ("Project"), including but not limited to ingress and egress, placement of personnel, equipment and machinery and performance of the work necessary to complete the Project, on the following described real property:

As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

This TCE shall include only such rights of use in the land above described as shall be necessary for the construction of the public improvement Project by Grantee and its contractors. Grantee, its agents and contractors will not unreasonably interfere with the Grantor's access to and use of its property except as otherwise provided for herein.

Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be disturbed or destroyed,

but in the event that they are disturbed or destroyed, SPU or its contractors shall restore them or the property to as good as the condition existing immediately prior to the construction activities under this TCE.

To the extent allowed by law, the City agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the City's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor. At any time the City exercises its right to perform maintenance, repair or replacement work hereunder, the City shall give reasonable prior notice to Grantor, and discuss the construction work plan with Grantor, so that Grantor may have input on scheduling or other measures to minimize interference with Grantor's business operations. Grantor understands that work on 52nd Ave S. may result in temporary blockage of driveway access to this street.

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall commence upon the giving by SPU of at least five days' prior written notice, and shall terminate two years from the effective date in the notice, the date the project is constructed and accepted as complete by the City (termination date), or December 31, 2015, whichever event occurs first. Following the termination date, this TCE shall automatically terminate without further action by Grantor or Grantee.

DATED as of the day and year first above written.

GRANTOR:

SAFEWAY INC. a Delaware corporation

By: 


Print Name: Genevieve Dougherty

Its: Assistant Vice President

By: 

Print Name: Wendall Mitchell

Its: Assistant Secretary

Form approved: 

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
County of Alameda)

On March 26, 2013 before me, **Susan Rhoades**, Notary Public, personally appeared Steven D. Doughty and Wendell Mitchell, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



~~GRANTEE:~~

~~CITY OF SEATTLE, a Washington municipal corporation, acting by and through its
SEATTLE PUBLIC UTILITIES DEPARTMENT~~

~~By:~~

~~_____~~

~~STATE OF WASHINGTON)
) : ss.
County of King)~~

~~I certify that I know or have satisfactory evidence that _____ is the
person who appeared before me, and said person acknowledged that signed this
instrument, on oath stated that was authorized to execute the instrument and~~

GRANTEE:

CITY OF SEATTLE, a Washington municipal corporation, acting by and through its
SEATTLE PUBLIC UTILITIES DEPARTMENT

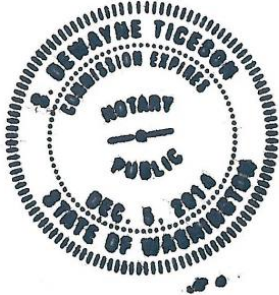
By:

Judith L. Cross 04 APRIL 2013

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that JUDITH L. CROSS is the person who appeared before me, and said person acknowledged that signed this instrument, on oath stated that was authorized to execute the instrument and acknowledged it as the DIRECTOR RPS, SPU, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



S. DeWayne Ticeson
Notary (print name) S. DeWayne Ticeson
Notary Public in and for the State of Washington,
residing at Seattle
My Appointment expires 12-5-2014

Exhibit A- Easement Area

TEMPORARY EASEMENT DESCRIPTION
KING COUNTY PARCEL 5087400265

THAT PORTION OF LOT 9 BLOCK 3 AND VACATED SOUTH BARTON STREET (FORMALLY KNOWN AS CRANBERRY STREET) OF MAPES FAIRVIEW ADDITION, AS RECORDED IN VOLUME 18 OF PLATS, PAGE 80, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF NORTHERLY RIGHT OF WAY MARGIN OF RAINIER AVENUE SOUTH AND THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH; THENCE ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH N 01° 15' 48" E A DISTANCE OF 211.02 FEET TO THE POINT OF BEGINNING;

THENCE N 88° 37' 54" W A DISTANCE OF 10.00 FEET;

THENCE N 01° 15' 48" E A DISTANCE OF 39.00 FEET;

THENCE S 88° 30' 09" E A DISTANCE OF 10.00 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH;

THENCE S 01° 15' 48" W A DISTANCE OF 38.98 FEET ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 52ND AVENUE SOUTH TO THE POINT OF BEGINNING;

CONTAINING 390 SQ. FT., MORE OR LESS

Exhibit B - Map

